

COLLECTIVE BARGAINING AGREEMENT

By and Between

**AMERICAN MEDICAL RESPONSE AMBULANCE SERVICE, INC.
SAN MIGUEL COUNTY OPERATIONS**



&

**AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL
EMPLOYEES COUNCIL 18, LOCAL 360, AFL-CIO**



Effective: March 19, 2025

Ratified: March 19, 2025

Expires: March 18, 2029

AMR 

AMR San Miguel County/AFSCME District Council 18 - CBA 2025 – 2029

AFSCME 

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AGREEMENT

This Agreement is entered into by and between the American Federation of State, County and Municipal Employees (AFSCME) Council 18, Local 360, AFL-CIO (hereafter referred to as the Union) and American Medical Response Ambulance Service, Inc. (AMR), a subsidiary of Global Medical Response (hereafter referred to as the Employer or Management).

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ARTICLE 1 - RECOGNITION

The Employer recognizes the Union as the exclusive bargaining representative for all employees included in the bargaining unit for which the Union was certified by the National Labor Relations Board as the exclusive bargaining representative in matter number 28-RC-236134. The bargaining unit shall include all full-time and regular part-time, EMT's, EMT-B's, EMT-I's, EMT-P's, and paramedics who are stationed at, or deployed out of the Employer's San Miguel County, New Mexico facility, and excluding all other employees, guards, managers, and supervisors as defined by the Act.

The provisions contained within this Article shall not be subject to the grievance and arbitration procedure as defined in this Agreement.

ARTICLE 2 - UNION SECURITY

Section 2.01 - Union Security

As a condition of continued employment, all employees included within the bargaining unit described in Article 1 of this Agreement shall either become a member of the Union and pay dues and fees thereto, or in lieu thereof, shall pay an amount equal to the Union's initiation fee and shall thereafter pay to the Union each month, either directly or through payroll deduction, an agency shop fee for an amount equal to the regular monthly dues and fees in effect for other employees in the bargaining unit who are members of the Union. This obligation shall begin on the thirty-first (31st) day of the month following the beginning of employment, or the effective date of this Agreement, or the execution date of this Agreement, whichever is later. Employees must notify the Union in writing of their intention not to be a member of the Union and to pay a fair share/agency shop fee in lieu of the Union's regular monthly dues and fees in effect for other employees in the bargaining unit who are members of the Union. The Union will comply with applicable laws regarding its calculation of the fair share/agency shop fee and the information provided to non-Union members relating to that calculation.

Section 2.02 - New Employee/Termination Notice/Change in Status

The Employer agrees to furnish the Union each month with the name(s) of all newly hired employees covered by this Agreement, their addresses, classifications, dates of hire and the name(s) of terminated employees and date(s) of termination.

Section 2.03 - Union Dues Deductions

The Employer agrees to deduct from the wages of bargaining unit employees, in accordance with the terms of a signed authorization monthly dues in amounts designated on the Employer's Dues and Assessments Processing Sheet (DAPS) which shall be completed by the Union. Deductions shall be made out of each payroll period of each month and forwarded to the Union by Electronic Funds Transfer (EFT) or by mail within thirty (30) calendar days, and upon transmittal of said funds, the Employer's obligation and responsibility shall cease with respect to such deductions, including any obligation and responsibility to correct any errors prior to transmittal. Any changes to dues, initiation fees, and or lawful assessments shall be requested a minimum of sixty (60) calendar days in advance by the Union. The Union, in conjunction with their request, shall complete the Employer's Dues and Assessments Processing Sheet (DAPS). The Union agrees to pay to Employer an administrative processing fee of twenty-five dollars (\$25.00) per month.

The Employer shall be relieved of its obligation for collecting deductions in the event Union's dues calculations/formulas (e.g., hours worked, annual earnings, gross wages, etc.) are not compatible with the Employer's dues deduction process. Additionally, the Employer shall be

relieved from making such "check-off" deductions upon (a) termination of employment, or (b) transfer to a job other than one covered by the bargaining unit, or (c) layoff from work, or (d) an unpaid leave of absence, or (e) an arbitration award; or (f) revocation of a voluntary dues check-off authorization by the employee(s), or (g) upon expiration of this Agreement or any extension agreement thereof.

Section 2.04 - Indemnification

The Union, and each employee authorizing the assignment of his/her wages in accordance with this section, hereby undertake and agree to indemnify, defend, and hold Employer harmless from all claims, demands, suits and other forms of liability, including Employer's reasonable attorneys' fees, that may be made against or incurred by it from or by reason of any action or inaction by Employer in carrying out the provisions of this section.

ARTICLE 3 - UNION RIGHTS

Section 3.01 - Shop Stewards

The Employer recognizes the right of the Union to select shop stewards. Within thirty (30) days of the ratification of this Agreement, the Union will notify the Employer in writing of the designated shop stewards. The Employer will continue to recognize the shop stewards until the Union notifies the Employer in writing that the individual has left the position of shop steward. The Union will notify the Employer in writing within seven (7) calendar days of any changes to such designations. The Union agrees that the Employer shall have no obligation to recognize any proclaimed Shop Stewards for which it has not received a written designation from the Union. Shop stewards shall suffer no loss in pay for attendance at investigatory and grievance meetings held during their shift, which the Employer has requested the shop steward to attend.

When a shop steward is required to attend an investigatory meeting and the Employer determines it is not operationally feasible to use a shop steward designated as available, management will authorize an off-duty officer or shop steward to be paid to attend the investigatory meeting. The off-duty shop steward will receive pay at their regular straight time pay rate for the amount of time necessary for representation of employees. Such time will not be counted as hours worked for purposes of calculating overtime and benefits.

Section 3.02 - Access of Union Representatives

- A. All business and conversation between Union representatives and employees will be conducted in a private location so they will be neither observed nor overheard by patients, customers or the public. The Parties agree that Union access to the Employer's facilities or workstations will be permitted when necessary for employee representation, to investigate a grievance, present a grievance, or to conduct official Union business. Union business shall not interfere with or disrupt in any manner the performance of Employer duties by either the employee and/or the Union representative. Additionally, the Union and/or bargaining unit employees shall not solicit Union membership, collect Union dues, or conduct Union meetings at any time on the premises of hospitals or other facilities serviced by the Employer in locations where conversations will be heard by patients or customers. The Union and/or bargaining unit employees shall not conduct Union meetings during working time on Employer property.

- B. The Union agrees that its Union representative or authorized Union agents shall notify the Employer in advance of their presence by contacting the Operations Manager or his/her designee ahead of time. Union representatives who fail to notify the employer of their presence shall be immediately asked to leave the employer's premises. Visits shall be

between 0800 and 2000 hours. Access to the Employers premises will not be unreasonably denied. This section will not apply in cases of requests for Union representation due to investigatory meetings

- C. The Union agrees that during visits to the Employer's premises, the Union representatives will abide by the applicable Employer's work rules and policies, including but not limited to all health and safety rules and all Employer Standards of Conduct.

Section 3.03 - Union Bulletin Boards

The Employer shall place one (1) bulletin board (purchased by the Union) in each station operated by AMR, provided space is available in facilities owned or leased by the Employer. These bulletin boards shall be used to post all official Union business (on Union letterhead stationery or an official AFSCME publication). The Operations Manager or his/her designee shall receive copies of all material to be posted prior to or at the time of posting. The bulletin boards will be maintained and replaced (as needed) by the shop steward and official Union representative. The Employer and the Union recognize the Employer's right to remove posted material which is derogatory or damaging to the Employer's business or industry. The Union shall be responsible for all posted materials and shall indemnify and hold the Employer harmless for any claims asserted in relation to same.

Section 3.04 - New Employee Orientation

Union representatives shall be given an opportunity to attend the orientation meetings for new bargaining unit employees to describe the makeup of the bargaining unit, necessary requirements of employment, the role of the Union as the collective bargaining agent, membership benefits and membership dues. The Union will be notified at least five (5) days in advance of the date of the orientation meetings and, upon request, will be prescheduled by the Operations Manager or his/her designee for up to thirty (30) minutes to meet with the employees. If available and it does not cause a disruption to the Employer's operations, an on-duty employee will be permitted to make the Union's presentation. The Employer shall be allowed to have a representative present during the union's orientation presentation. The Union agrees that it will not promote negative sentiments towards the Employer during its presentation at new employee orientation programs.

ARTICLE 4 - MANAGEMENT RIGHTS

Section 4.01 – Functions of Management

Except as expressly limited by the specific terms of this Agreement, nothing in this Agreement shall be construed to limit or impair Employer's sole and exclusive rights to exercise all of the normal, inherent and/or implied authority, rights, and functions of management, to direct the working forces, and to manage its business generally as it deems appropriate. To the extent such function of management is not expressly limited by specific terms in this Agreement, such function may be exercised unilaterally by the Employer without prior notification to or consultation with the Union. The rights and authority of the Employer as defined in this Article shall remain in full force and effect upon expiration of this Agreement, or any extension agreement.

Section 4.02 – Managements Rights

The Parties understand and agree that unless expressly and specifically limited by another provision in this Agreement, the Employer reserves to itself, for its exclusive direction and judgment, all management rights, powers, prerogatives and responsibilities, including but not limited to: the management and direction of the working forces; the planning and control of operations; the introduction of new and/or improved equipment, vehicles, facilities or methods of operation; the right to relieve employees from duty based upon management's assessment of workload or for other legitimate reasons; the right to extend, limit, curtail, move or close its operations; the right to determine, test and/or evaluate qualifications, experience, health and/or fitness for any job covered herein; the right to select, require, administer and utilize proficiency examinations to determine eligibility for employment or continued employment; the right to require employees at any time, with reasonable suspicion, to submit to physical examinations that may include, among other things, providing blood and urine samples to be tested for the presence of alcohol and/or illegal drugs; the right to establish, maintain and modify workplace rules, policies and practices, including but not limited to policies and practices related to safety, security, scheduling, conduct, control and performance; the right to establish, maintain and issue discipline it deems appropriate for failure to comply with workplace rules, policies, practices and/or expectations; the right to require employees to perform any work of the Employer for which the employee is reasonably qualified ; the right to establish, eliminate, assign and re-assign job duties and the performance of work; the right to establish, eliminate and/or combine job classifications; and the right to hire, suspend, lay-off, transfer, discipline, demote, promote and discharge employees. The Parties agree that the management rights listed above are not exclusive, and do not and should not be deemed to exclude other representative and characteristic rights of management that are not listed. The Parties further agree that if Employer should fail to exercise any of its management rights from time to time, then such failure will not be deemed a waiver of Employer's sole and exclusive right to exercise any and all such rights in the future.

Section 4.03 – Determination of Need

The Parties understand and agree that Employer shall retain the right in its sole discretion to determine the number of employees and vehicles needed to perform its operations, including the number of employees needed at any time in each classification covered by this Agreement. The Parties further agree that Employer shall have the sole right to decide when to create or fill a full-time and/or a part-time position(s) and to decide in its discretion, among available qualified employees, which employee(s) shall be promoted to a higher classification.

Section 4.04 – Managers and Supervisors

The Parties understand and agree that Employer shall have the sole authority and discretion to select and direct the work of all managers and supervisors, and those managers and supervisors may perform any work, including work that is also performed by bargaining unit employees, subject to Employer's assessment of the needs of the business in its sole discretion.

Section 4.05 – Rules, Policies and Procedures

The Parties understand and agree that all employees who are governed and bound by this Agreement shall also be subject to, and shall comply with, all of Employer's promulgated rules, policies, or procedures applicable to them and/or that have general applicability to all employees of the Employer and do not conflict with the terms of this Agreement, as well as any such rules, policies or procedures that may be promulgated in the future.

ARTICLE 5 - EQUAL EMPLOYMENT OPPORTUNITY/ NONDISCRIMINATION

Section 5.01 - Nondiscrimination

The Employer and the Union agree that neither party shall discriminate against any employee because of race, color, sex, religion, age, disability, national origin, citizenship, sexual orientation or any other status that is protected by applicable Federal, State or local law.

The Employer and the Union agree that the Employer has the right to enter into any agreement or practice modifying the terms of this Agreement without prior notice to the Union and related bargaining which is necessary to comply with Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act of 1990, the Family and Medical Leave Act of 1993, Section 1981 of the Civil Rights Act of 1866, the Fair Labor Standards Act, or any other Federal, State or local law, rule or regulation relating to equal employment opportunity, the environment, health, or safety. In particular the Employer maintains the right in relation to providing reasonable accommodations to individuals with disabilities and as required under applicable law.


Section 5.02 - Arbitration/Litigation Waiver

Grievances alleging unlawful discrimination or harassment in violation of this Agreement may be pursued and resolved through the grievance and arbitration procedure contained in this Agreement, provided that all requirements for the filing and maintenance of a grievance through arbitration are satisfied and that the employee and/or Union have not initiated or filed a complaint or legal action based on the same event(s) with a federal, state or local agency or court. The initiation or filing of a complaint or legal action with a federal, state, or local agency or court based upon the same factual event(s) giving rise to a grievance shall constitute a waiver of the employee's and/or Union's right to pursue the same matter as a grievance pursuant to this Agreement. Any grievance in which there is a claim or contention that the Employer engaged in unlawful discrimination or harassment shall be deemed withdrawn at any step of the grievance and arbitration procedure if a complaint or legal action has been filed with a federal, state, or local agency or court alleging the same event(s) giving rise to the grievance and/or arbitration. Employees and the Union are not required to exhaust the grievance and arbitration procedure of this Agreement before initiating or filing a complaint or legal action alleging unlawful discrimination or harassment with any federal, state, or local agency or court.

Section 5.03 - Harassment

The Union and the Employer agree that harassment is a form of misconduct, which undermines the integrity of the employment relationship and cannot be tolerated in the workplace. Any conduct, which falls within the definition of harassment as defined in the Equal Employment Opportunity Commission standards is prohibited and will be investigated fully in accordance with

the Harassment policy and procedure. Complaints alleging harassment may be made orally or in writing. Employees who violate this Article may be subject to corrective action, up to and including termination.

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ARTICLE 6 - PROBATION

Section 6.01 - Probationary Period

- A. Newly hired full-time employees covered by this Agreement shall be on probation for their first six (6) months of active continuous employment.
- B. Newly hired part-time employees covered by this Agreement shall be on probation for their first twelve (12) months of active continuous employment.
- C. If an employee changes job classifications (i.e., EMTs, Paramedics, etc.) during their initial probationary period, the employee's initial probationary period as referenced above (i.e., six (6) or twelve (12) months) shall be extended an additional three (3) months.
- D. Full-time employees who transfer from another AMR or GMR affiliated Operation shall be on probation for their first three (3) months of active continuous employment. Part-time employees who transfer from another AMR or GMR affiliated Operation shall be on probation for their first six (6) months of active continuous employment.
- E. Employees may be released from employment during such probationary period without recourse through the grievance procedure set forth in Article 5. An employee's probation period may not be extended more than three (3) months except by mutual agreement between the Employer and the Union.

ARTICLE 7 - SENIORITY

Section 7.01 - Seniority Defined

- A. Company seniority shall be defined as an employee's continuous full-time or part-time employment with the Employer from their most recent date of hire. Continuous full-time seniority shall be used for purposes of determining time off accruals and benefits. Seniority for employees who change job classifications, (e.g., EMT to Paramedic) shall remain unchanged for purposes of time-off accruals and benefits.
- B. Classification seniority shall be defined as an employee's continuous employment from the employee's service date into the employee's current job classification.
- C. Employees who change job classifications shall be credited with fifty percent (50%) of their seniority in their former classification, up to a maximum of three (3) years, for purposes of shift bidding in their new classification.
- D. Seniority lists will be maintained by the Union in accordance with this Agreement. All decisions that are subject to seniority application will be made based on the most recent seniority list which has been reviewed and approved by a Union representative. The Employer will have no liability for the application of seniority dates that are determined later to be incorrect.
- E. In the event that two or more employees have the same date of hire and application date, relative seniority shall be determined by whichever employee has the longest licensure as an EMT.

Section 7.02 - Return to the Union

Employees who were previously in the bargaining unit and who have been out of the bargaining unit and employed with the Employer for a period not to exceed six (6) months and return to a bargaining unit position will retain seniority accrued prior to leaving the bargaining unit. Such employees who are returned to the bargaining unit shall return to an available opening and therefore not directly cause the layoff of a bargaining unit employee.

Section 7.03 - Loss of Seniority

An employee shall lose all seniority rights and employment will cease for any of the following reasons:

- A. Resignation.
- B. Discharge
- C. Six (6) months of continuous layoff. This may be extended in increments of three (3) months by mutual agreement of the parties.

- D. Failure to comply with recall provisions (7.04 below)
- E. Barring extenuating circumstances, failure to report to work at the conclusion of an authorized leave of absence.

Section 7.04 - Layoff and Recall

- A. Except as required by law, the Employer shall notify the Union and affected employees of an anticipated reduction in force as far in advance as possible, but not less than fourteen (14) calendar days prior to any reduction of force action. Layoffs shall be by inverse order of Company seniority, beginning with all probationary employees.
- B. As positions become available, qualified employees on layoff status shall have the right to be recalled up to six (6) months from the date of layoff. Employees recalled to employment shall be sent a certified letter announcing such recall. Recalled employees who fail to respond within fourteen (14) days from the date of the recall letter or refuse a recall to their former classification shall be considered to have waived their recall rights. At the conclusion of the fourteen (14) day notification period the Employer shall recall those employees who responded starting with the employee with the most Company seniority. After six (6) months, employees who have not received written notice of recall may notify the Employer of their continued interest in reemployment, and those employees shall maintain their seniority for up to twelve (12) months from their date of layoff. Employees recalled from layoff within six (6) months from the date of layoff, or up to twelve months if the employee has notified the Employer of their continued interest in reemployment, shall be reinstated to a position in their former classification and shall have all benefits restored effective the first day of the month after the month in which they return to work.
- C. Qualified employees shall present to the Employer all current and valid licenses and/or certifications at least one (1) business day prior to their first scheduled shift upon return from recall. Employees who are without current valid licenses and/or certifications or who fail to provide them one (1) business day prior to the first schedule shift upon return from recall shall not be eligible for recall and shall lose all rights to recall.
- D. Employees who have been notified in writing by the Employer that they will be laid off may apply for an existing vacant position with the Employer provided that they meet all required qualifications. Such employees will receive preference in the hiring process over non-employees provided they have notified the employer in writing within seven (7) calendar days of receipt of layoff notification. Employees who accept such a position shall be paid the current rate of pay for the new classification and shall retain their same level and cost of benefits as applicable. Employees shall retain their position on the recall

list until such recall rights have expired, resigned, or refused reinstatement for such classification.

- E. No new employee(s) shall be hired or transferred into a classification(s) until such time as all qualified laid off employees whose recall rights have not expired, resigned, or refused reinstatement for such classification(s) have been recalled.

Section 7.05 - Seniority Lists

The Employer shall provide the Union with a seniority list of all full-time employees covered by this Agreement, and a seniority list of all regular part-time employees covered by this Agreement, both of which shall include each employee's seniority date. Such seniority list shall be provided at least six (6) weeks prior to a shift bid. The Union shall confirm, in writing, the accuracy of the seniority list within two (2) weeks after submission of the list to the Union. In the event of a dispute, the Union and Employer will work together to insure the accuracy of the list. In the absence of the Union disputing the list, within the two (2) week time frame, the list shall be deemed accurate and final.

Section 7.06 - Filling Vacant Positions

Vacant positions shall be filled subject to the following procedure:

- A. Positions declared vacant by the Employer and that the Employer desires to fill shall be posted for fourteen (14) calendar days, to be bid upon by full-time employees.
- B. In the above procedures, the most senior qualified employee applying for the above posted vacant position(s) shall be assigned to the vacancy.
- C. Any vacant position(s) created by the awarding of a shift due to a bid as defined in the Section shall be filled at the Employer's discretion
- D. In the event no current employees bid on a vacant position, the vacancy will be filled at the Employer's discretion.

Section 7.07 - Application of Seniority

Except in cases involving promotional opportunities (such as FTO, Preceptor, Supervisor, alternate supervisor, or any non-bargaining unit position), seniority shall be the primary factor applied in personnel decisions that require a choice between two (2) or more employees. In the event qualifications or classification issues are a factor, classification seniority shall be applied, otherwise Company seniority shall be applied to personnel decisions.

ARTICLE 8 – ADMINISTRATIVE LEAVE

The Employer may place employees on unpaid administrative leave in the following circumstances:

1. An investigation by the Employer into allegations that could lead to corrective action; or
2. Following suspension of clinical privileges by an EMS Agency, MRO, and/or Medical control; or
3. Following an arrest for alleged serious criminal misconduct

Employees will remain on administrative leave until the Employer's investigation has been completed, or the EMS Agency proceedings or criminal proceedings have been completed, as appropriate. Should the administrative leave for an EMS Agency proceeding and/or criminal proceeding last longer than ninety (90) calendar days, the employee shall be separated from employment. For purposes of this section "serious criminal misconduct" includes:

- a) Any felony.
- b) Any crime involving intentional dishonesty for personal gain, including fraud, theft, etc.
- c) Any crime related to the use, possession, sale or transportation of controlled substances, including any crime related to the operation of a motor vehicle while under the influence of a controlled substance or alcohol.
- d) Any crime involving use of force, violence, threat or intimidation.
- e) Sex related crimes.

Employees shall be provided written notice of the reason for being placed on administrative leave. Employees shall also be advised of the obligation to cooperate in the investigation and shall remain available for an administrative interview while on administrative leave.

Whenever an employee is placed on administrative leave, the Employer shall use its best efforts to expedite the investigation/administrative proceedings for all employees on administrative leave.

Employees placed on administrative leave pursuant to number one (1) above shall be allowed to use available accrued paid time off (PTO). In the unusual event the administrative leave continues beyond fifteen (15) calendar days, the employee shall be returned to full paid status and remain off duty for the remainder of the administrative leave. Employees who are placed on paid administrative leave of fifteen (15) calendar days, and who fail to remain available for an administrative interview shall be placed back on unpaid administrative leave for the duration of the investigation. However, employees placed on administrative leave following suspension of their clinical privileges by a state or federal EMS Agency or Medical Director or following an

arrest for alleged serious criminal misconduct may be continued on unpaid administrative leave until completion of the EMS Agency proceedings or the criminal proceedings.

At the conclusion of an administrative leave pursuant to number one (1) above, employees shall be returned to their assignment and/or served with notice of corrective action. If no corrective action is initiated, employees shall be fully reimbursed for all lost PTO and/or pay while on administrative leave. If corrective action is initiated, employees shall be reimbursed for the difference between any lost PTO and/or pay and the resulting corrective action. Employees may grieve the corrective action as provided in this Agreement, including the loss of PTO and/or pay while on administrative leave. Employees placed on administrative leave pursuant to numbers two (2) and/or three (3) above shall not be entitled to any reimbursement of PTO and/or pay while on the administrative leave , regardless of the outcome.

ARTICLE 9 - CORRECTIVE ACTION & DISCHARGE

Section 9.01 - Corrective Action

The Employer and the Union recognize the intent of corrective action is to remedy performance problems and modify behavior. While the Employer will attempt to accomplish those objectives through training and education, the Employer reserves the right to issue correction action, up to and including discharge, based upon just cause and the circumstances of each case. However, serious or repeated offenses may call for corrective action commensurate with the offense or totality of the circumstances and not necessarily based upon the premise of progression.

Section 9.02 - Right to Representation

Employees shall, upon request, be entitled to Union representation during any investigatory meeting with the Employer that could lead to corrective action. The employee representative shall be a duly authorized Union steward or Union representative. If the Employer determines that utilizing an on-duty steward is not operationally feasible, management will reschedule the investigatory meeting for a time when a duly authorized on duty Union steward or Union representative can attend the investigatory meeting.

Section 9.03 - Notice of Corrective Action

The Employer shall notify an employee in writing of any corrective action and discharge. The notice shall identify the reason(s) for the action and the effective date of the action. Notices of suspensions and discharges shall be provided within five (5) business days to the Union.

Section 9.04 - Time Limits

Corrective action notices must be issued to employees within five (5) business days of the conclusion of the investigation.

Section 9.05 - Retention of Corrective Action

Records of corrective action shall not be considered for purposes of future corrective action, provided there are no violations of a corrective action plan for a similar conduct in place during the applicable retention period:

- | | |
|--------------------------|-----------|
| A. Verbal Warning | 6 months |
| B. Written Warning | 12 months |
| C. Final Written Warning | 18 months |
| D. Suspension | 24 months |

Corrective action issued for patient care, harassment/discrimination and work place violence may be considered for purposes of further corrective action for the duration of their employment with the Employer.

Corrective Action notices that are beyond the time limits defined above may be used to establish an employee's past record if the union raises the employee's seniority in an arbitration.

The time limits listed above are paused during a leave of absence or FMLA related absence from the workplace.

ARTICLE 10 - GRIEVANCE PROCEDURE AND ARBITRATION

Section 10.01 - Grievance Procedure

The purpose of this procedure is to provide a timely adjustment of grievances by the Employer and the Union following a prompt investigation and thorough discussion. In the event any grievance arises concerning the interpretation or application of any of the terms of this Agreement, and/or any dispute concerning wages, benefits and working conditions, such matters shall be resolved according to the procedures and conditions set forth below as the exclusive means in which to resolve any such dispute or grievance.

A “grievance” is a dispute brought against the Employer alleging a misinterpretation, misapplication or alleged breach of this Agreement, including challenges to corrective action or discharge.

An Employee having a complaint shall discuss the same with his/her assigned supervisor as soon as practicable, at the employee’s request a union steward may attend that meeting. If the employee and supervisor are unable to resolve the complaint to their mutual satisfaction, then the employee may proceed to the formal grievance process set forth below.

Grievances shall be adjusted according to the procedures and conditions set forth below.

Section 10.02 – Union Grievance Process

- A. Step One – The Union through its shop steward or field representative shall submit a written grievance via certified mail or e-mail to the Operations Manager or designee within ten (10) calendar days of the occurrence giving rise to the grievance. “Occurrence” is the date when the grievant should have known of the event that is the subject of the grievance or the effective date of corrective action or discharge.

To be valid the written grievance must include the following:

1. The provision of the Agreement alleged to be misinterpreted, misapplied or violated;
2. Incident Date
3. The remedy sought; and
4. A statement(s) identifying the facts of the situation;
5. Any documents in the employee and/or Union’s possession that supports the grievant’s allegation(s).
6. Grievant(s) signature(s)

The Operations Manager or designee shall meet with the grievant and/or his/her representative within ten (10) calendar days and shall respond in writing within ten (10) calendar days after such discussion. Grievances resolved at this step shall not be precedent setting.

- B. Step 2 - If the procedure in Step One fails to resolve the grievance within ten (10) calendar days after the Union's receipt of the Step One answer, the grievance shall be submitted to the Regional Director or designee. The parties shall meet in an attempt to resolve the issue within ten (10) calendar days after such submission. The Regional Director or his/her designee shall respond in writing within ten (10) calendar days from the date of the meeting. The Union shall notify the Employer of any witness that Union intends to call on their behalf prior to filing for Step Three or Step Four as applicable.
- C. Step 3 - The Parties encourage the use of voluntary non-binding mediation as a means of settling disputes without the time and expense of arbitration. Within ten (10) calendar days of the Union's receipt of the Regional Director's reply to the grievance at Step Two or the date such answer was due, whichever occurs first, the parties may meet to discuss the possibility of signing a written agreement to submit the dispute to voluntary non-binding mediation. Both parties must agree to mediate the dispute. If either party declines mediation the grievance may be taken to arbitration, adhering to the original timelines.

The Federal Mediation & Conciliation Service (FMCS) shall be the permanent mediator whose function will be to hear the contentions of the parties, review pertinent documentary evidence, and provide the parties with recommendations on how the dispute could be resolved. The mediator's recommendations shall be given orally and shall be non-binding. No evidence regarding the mediation, lack of mediation, mediation efforts or the mediator's recommendations shall be introduced in any arbitration, judicial, or administrative proceeding, whether state or federal.

If the parties sign a written agreement to submit the dispute to mediation within ten (10) calendar days after the Union's receipt of the Regional Director's answer to the Step Two grievance, then the deadline to submit the grievance to arbitration (Step Four) shall not begin to run until the date the mediator gives his/her oral recommendations to the parties. Otherwise, the deadline to submit the grievance to arbitration shall begin to run on the date the Union receives the Regional Director's answer to the Step Two grievance, or the date such answer was due, whichever occurs first.

- D. Step 4 - If the grievance is not satisfactorily resolved at Step Two, or Step three if the parties agreed to non-binding meditation, the Union may refer the grievance to arbitration by filing a written demand for arbitration with the American Arbitration Association ("AAA") no later than thirty (30) calendar days after either the date the Union receives the Step Two

answer, or the mediator's recommendation to the grievance if applicable. An arbitrator shall be selected in accordance with AAA procedures and an arbitration hearing shall be conducted in accordance with its Labor Arbitration rules and the terms of this Agreement:

1. The arbitrator's authority shall be limited to resolution of the particular issue(s) submitted to the arbitrator by the Union and the Employer and the authority conferred by this Agreement. The arbitrator shall have no authority to alter, change, ignore, delete from or add to the provisions of this Agreement. The arbitrator's decision shall be based solely on the evidence and arguments presented by the parties. The decision of the arbitrator shall be final and binding on the parties.
2. The arbitrator shall be requested to render his/her award within thirty (30) calendar days after the conclusion of the hearing unless the parties agree otherwise. This decision will be, in writing, and include a statement of the basis for the decision, and shall be supplied concurrently to the Employer and the Union.
3. The arbitrator shall have the authority to issue or direct the issuance of subpoenas for the attendance and testimony of witnesses and the production of documents and things at the arbitration hearing. The arbitrator shall also have the authority and shall be required to resolve any pre-hearing motions presented by either party prior to hearing the merits of the case.
4. The party filing the grievance shall have the burden of production and proof at the hearing, except for grievances appealing the imposition of corrective action and discharge where the Employer shall have the burden of production and proof at the hearing. If corrective action of an employee results from conduct relating to a patient or a visitor and the patient or visitor does not appear at the arbitration, the arbitrator shall not consider the failure of the patient or visitor to appear as prejudicial
5. Economic awards shall be limited to thirty (30) days prior to the filing of the grievance. Economic awards in corrective action and discharge cases are subject to offset for unemployment benefits and other interim compensation earned or received by the grievant during the back-pay period.
6. The fees and expenses of the arbitrator shall be borne by the losing party. A party who presents a pre-hearing motion (including but not limited to challenges to arbitrability) that is denied by the arbitrator shall be solely responsible for the arbitrator's fees and expenses relating to resolution of the pre-hearing motion. Unless mutually agreed upon by the parties, fees for court reporters and hearing

transcripts shall be borne solely by the party requesting such services. The parties shall bear their own expenses for legal representation.

Section 10.03 - Time Limits

By mutual agreement between the Union and the Employer, the time limits of any step of the grievance procedure may be extended and such extension must be confirmed in writing within the specified time limits. Should the Employer fail to meet the time limits established herein, the Union may appeal the grievance to the next step. Should the Union fail to file a grievance in accordance with Section 10.02(A) of this Article or fail to appeal a grievance to the next step of the procedure, the grievance shall be deemed waived.

In all cases, the deadline to submit a grievance to the next level shall begin to run on the date the union receives the appropriate step level answer or the date the Step level response should have been received.

Section 10.04 - Participants

The Parties agrees that the grievant shall be allowed to participate in any and all steps of the grievance and arbitration procedure. The parties agree to exercise their best efforts to arrange grievance meetings that accommodate the schedules of all participants.

Section 10.05 - Liability

If the Union postpones a scheduled arbitration hearing, there will be no entitlement to back pay from the date of the postponed hearing to the date of the new hearing date. In the event the Employer postpones a hearing, entitlement to back pay, if any, will continue to accrue.

Section 10.06 – Employer Grievance Process

- A. Step One – The Employer shall submit the grievance in writing via certified mail, email, the Union Business Agent/Representative or his/her designee within ten (10) calendar days of the occurrence giving rise to the grievance. The Union Business Agent/Representative shall meet with the Employer within ten (10) calendar days and give his/her answer in writing within ten (10) calendar days after such discussion. Grievances resolved at this step shall not be precedent setting.

To be considered valid, a grievance shall contain the following information:

1. The provision of the Agreement alleged to be misinterpreted, misapplied or violated;
2. Incident Date
3. The remedy sought;
4. A statement(s) identifying the facts of the situation:

5. Any documents in the employee and/or Union's possession that supports the grievant's allegation(s).
 6. Signature of the Employer Representative
- B. Step Two – If the procedure in Step One fails to resolve the grievance, the grievance shall be submitted to [next individual above the Business Agent/Representative] or his/her designee within ten (10) calendar days after the receipt of the Step One answer. The parties shall meet and attempt to resolve the issue within ten (10) calendar days after the Step Two submission. The [next level individual] or his/her designee will provide a written response within ten (10) calendar days of the meeting held at Step Two. The Employer shall notify the Union of any witness that Employer intends to call on their behalf prior to filing for Step Three or Step Four as applicable.
- C. Step Three - The parties encourage the use of non-binding mediation as a means of settling disputes without arbitration. Within ten (10) calendar days of the receipt of the reply to the grievance at Step Two, the parties shall meet to discuss submitting the dispute to mediation. The use of mediation is entirely voluntary; the recommendations of the mediator are non-binding. Federal Mediation & Conciliation Services (FMCS) shall be the permanent mediator whose function it will be to hear the contentions of the parties, review pertinent documentary evidence, and provide the parties with recommendations on how the dispute should be resolved. The mediator's recommendations shall be given orally. No evidence regarding mediation efforts or the mediator's recommendations shall be introduced in any arbitration, judicial, or administrative proceeding, whether state or federal.
- D. Step Four – If the grievance is not satisfactorily resolved at Step Two (or at Step Three, if the parties have agreed to voluntary mediation), then the Employer may refer the grievance to arbitration by filing a written demand for arbitration with the American Arbitration Association (AAA) no later than thirty (30) calendar days after either the date the Employer receives the Union's Step Two answer to the grievance, or the date the mediator gives his/her oral recommendations to the parties, whichever is appropriate. An arbitrator shall be selected in accordance with AAA procedures and an arbitration shall be conducted in accordance with its Labor Arbitration rules and the terms of this Agreement.
1. The arbitrator's authority shall be limited to resolution of the particular issue(s) submitted to the arbitrator by the Union and the Employer and the authority conferred by this Agreement. The arbitrator shall have no authority to alter, change, ignore, delete from or add to the provisions of this Agreement. The arbitrator's decision shall be based solely on the evidence and arguments presented by the parties. The decision of the arbitrator shall be final and binding on the parties.

2. The arbitrator shall be requested to render his award within thirty (30) calendar days after the conclusion of the hearing unless the parties agree otherwise. This decision will be, in writing, and include a statement of the basis for the decision, and shall be supplied concurrently to the Employer and the Union.
3. The arbitrator shall have the authority to issue or direct the issuance of subpoenas for the attendance and testimony of witnesses and the production of documents and things at the arbitration hearing. The arbitrator shall also have the authority and shall be required to resolve any pre-hearing motions presented by either party prior to hearing the merits of the case.
4. The party filing the grievance shall have the burden of production and proof at the hearing.
5. Economic awards shall be limited to thirty (30) days prior to the filling of event giving rise to the grievance.
6. The fees and expenses of the arbitrator shall be borne by the losing party. A party who presents a pre-hearing motion (including but not limited to challenges to arbitrability) that is denied by the arbitrator shall be solely responsible for the arbitrator's fees and expenses relating to resolution of the pre-hearing motion. Unless mutually agreed upon by the parties, fees for court reporters and hearing transcripts shall be borne solely by the party requesting such services. The parties shall bear their own expenses for legal representation.

Section 10.07 - Time Limits

By mutual agreement between the Union and the Employer, the time limits of any step of the grievance procedure may be extended. Such extension must be confirmed in writing within the specified time limits. In the event either party fails to respond to a grievance within the time limits and manner set forth in this Article, the grievance may be advanced to the next step in the grievance process.

Section 10.08 - Participants

The parties agree that the grievant shall be allowed to participate in any and all steps of the grievance procedure. The parties agree to exercise their best efforts to arrange grievance meetings that accommodate the schedules of all participants.

ARTICLE 11 - LICENSURE and CERTIFICATIONS

All employees are required to maintain the appropriate licenses, certificates, and/or accreditations for the performance of their job responsibilities. Failure to maintain such licenses, certificates and/or accreditations may result in corrective action, up to and including discharge in the Employer's discretion. It is the responsibility of each individual employee to ensure that all licenses, certificates, and/or accreditations are maintained.

Employees who perform work duties without the required license, certificate, and/or accreditation shall be subject to discharge. Employees who notify the Employer prior to the expiration or loss of a required license, certificate, and/or accreditation shall be given thirty (30) days to obtain a current and valid license, certificate, and/or accreditation. Employees whose required license, certificate, and/or accreditation expires shall be placed on unpaid administrative leave and receive a final written warning. Employees who are already on a final written shall be subject to termination. Failure to obtain the required license, certificate, and/or accreditation within thirty (30) days shall be cause for separation from employment.

Employees whose state or local license is temporarily suspended by a state or local agency shall be placed on unpaid administrative leave for a maximum of sixty (60) days. Employees may utilize accrued PTO solely at their option during any portion of the suspension. Employees shall be required to have all licenses, certifications, and/or accreditations up to date at the conclusion of the suspension. Failure to maintain such licenses, certifications, and/or accreditations shall be cause for separation from employment.

Employees on an approved personal leaves of absence (PLOA) shall be required to have all licenses, certifications, and/or accreditations up to date prior to returning from leave. Employees on approved FMLA, Military, or Workers Compensation Leave shall be required to have all licenses, certifications, and/or accreditations up to date no later than thirty (30) calendar days following the expiration of the leave. Employees shall not be allowed to work until they have presented all valid and current licenses, certifications, and/or accreditation to the Employer. The Employer retains the right to terminate any employee who fails to restore the required license, certifications and/or accreditations within thirty (30) calendar days immediately following the expiration of an approved FMLA, Military, or Workers Compensation Leave. Failure to maintain such licenses, certifications, and/or accreditations shall be cause for separation from employment.

ARTICLE 12 - EDUCATION AND TRAINING

Section 12.01 - Mandatory Education and Training

- A. The Employer shall provide all continuing education courses, in service training and other forms of training and education needed to meet certification, licensing and accreditation requirements, and to satisfy additional Employer and governmental agency requirements for their classifications at no cost to employees. Courses shall be filled on a first come first served basis, except that seating preference shall be given to full-time and part-time employees for recertification/refresher courses. In addition, if renewal of a specific licensure requires a class, preference will be given to employees who require that course to maintain current licensure. The Employer shall provide continuing education documentation to the employee within 72 hours of completion of the continuing education class. If the Employer fails to provide documentation of continuing education hours completed in a timely manner, the Employer will be responsible for the additional costs of licensure fees.
- B. The Employer may from time-to-time require mandatory on-line or classroom training which may include, but is not limited to training related to OSHA, HIPAA, Anti-Harassment, etc. To assure a proper training environment and efficient planning for such training, a training schedule will be provided at least thirty (30) days in advance. All employees must complete the applicable training. If an employee fails to complete any of the training, the employee shall be placed on leave without pay for a maximum of thirty (30) days or until the employee completes such training, whichever is earlier. Should the employee not complete the mandatory training within thirty (30) days after being placed on unpaid leave, the employee shall be deemed to have resigned from employment. In the event an employee fails to attend any of the Employer-offered mandatory training sessions, the employee shall be solely responsible for scheduling makeup training and for the cost of the makeup training. Time spent in Employer mandated training shall be paid as hours worked. The Union acknowledges and agrees that there may be instances where, due to operational needs or other circumstances, mandatory training will occur with less than thirty (30) days advance notice.
- C. If the Employer is unable to provide the education and training specified above, the Employer shall reimburse employees for the cost of any external courses needed to meet certification, licensing and accreditation requirements, and to satisfy additional Employer and governmental agency requirements for their classifications. Prior to receiving any reimbursement, the employee must obtain the Employer's approval for the external courses and demonstrate they attempted to take the Employer-provided course and were unable to do so.

Section 12.02 - Compensation During Training

During Paramedic, Intermediate, and Basic training the Employer will pay the employee's hourly wages for all hours spent in AMR training if the employee is on duty at the time of the training. In addition, the Employer may, at its sole discretion, reimburse for all the employee's travel expenses, to include mileage, hotel costs and applicable per diem.

Section 12.03 - Opportunities For Higher Level Certifications and Licensure

Current employees seeking higher level certification and licensure may be sponsored by the Employer provided they meet the Employers requirements for sponsorship of said training. The Employer will document and provide the requirements to qualify for higher level training to all bargaining unit employees and the Union.

Employees who benefit from the Employer's sponsorship of training to advance to higher qualifications shall be subject to the current Employer requirements.

ARTICLE 13 - ALCOHOL and DRUG FREE WORKPLACE

Alcohol and drug use may adversely affect the quality of care provided to patients, pose safety and health risks to the user and others, have a negative impact on work efficiency and result in danger to person or loss of equipment and property.

All employees will abide by the AMR Substance Abuse Prevention Policy as defined in the Employer's Safety and Risk Policy Manual and made part of this Agreement by reference

Random Testing

The Union and the Employer agree that any system of random, routine or periodic substance testing shall be prohibited for bargaining unit employees, unless performed in accordance with a "Last Chance Agreement" as specified in the "AMR Substance Abuse Prevention Policy" or specifically required by a customer, contracting agency, law, or any Regulatory Agency.

ARTICLE 14 - HEALTH AND SAFETY

Section 14.01 - Safety Compliance

- A. The Employer recognizes its responsibility to provide a safe and healthful working environment for employees. The Union also recognizes its responsibility to cooperate with the Employer in maintaining and improving a safe and healthful working environment. The parties agree to use their best efforts jointly to achieve these objectives.
- B. The Employer shall at all times provide safe materials, equipment, vehicles and working conditions for all employees covered under this Agreement. The Employer will provide regular OSHA training.
- C. No employee shall be required to work with unsafe equipment that would be hazardous to him/her or to his/her coworkers and/or a patient's health and safety. Employees who believe equipment is unsafe or hazardous to their health and safety or to his/her co-workers and/or a patient's health and safety shall report such equipment to their immediate supervisor. The Supervisor will place the equipment out of service until an assessment by the Employer is made. If after assessment by the Employer the employees concern is substantiated, the employee will be issued new equipment. If the concern is not validated the employee shall utilize the equipment. No employee will be subject to corrective action for properly reporting, in good faith, a valid health or safety problem to the Employer.
- D. In the event a patient is violent or poses a significant threat to the safety of a crew, law enforcement assistance may be requested to aide in controlling the patient.

Section 14.02 - Safety Equipment

The Employer shall provide the following safety equipment in accordance with operational guidelines and OSHA safety standards to all employees covered by this agreement:

- A. One (1) pair leather work gloves
- B. One (1) pair of Uvex or similar style safety glasses
- C. One (1) pair of OSHA certified earmuff hearing protection
- D. Reflective safety garments
- E. All necessary Personal Protective Equipment (PPE) to avoid to blood borne pathogens and transmittable respiratory diseases

Employees are responsible for wearing Employer-provided safety equipment.

Section 14.03 – Employer Paid Immunizations

The Employer will provide the following immunizations and/or follow-up testing at no cost to employees:

- A. Hepatitis-B
- B. Hepatitis-Titers
- C. Influenza
- D. T.B testing
- E. COVID vaccinations and testing
- F. As otherwise required by federal, state and county departments of public health

If the Employer provides an immunization, the Employer shall not be responsible for fees incurred by any employee who obtains it elsewhere. All employees shall either obtain each immunization provided by the Employer or sign a waiver as requested by the Employer.

Section 14.04 - Medical Examiners Physical Examination

Employees may be required to complete a medical examiners physical examination. This examination, if provided, will be sufficient to meet the medical examiners requirements for an Ambulance Operator. Medical records of such examinations shall be confidential. Employees are required to use an Employer specified physician services for required physicals. Employees who choose to use an alternative physician or physician services shall not be reimbursed for such physical. Employees shall be allowed to use Employer specified physician services within any Employer operation within the bargaining unit. Employees who use an employer specified physician or physician services shall be entitled to compensation on or off duty for time spent in such examination. It shall be the employee's responsibility to schedule such physical should they use an alternative physician or a physician outside of their local operation.

Section 14.05 - Crew Quarters

The Employer shall, to its best ability, maintain all leased or owned stations and crew quarters in a safe and habitable condition and in accordance with applicable federal, state, and local laws.

Employees shall not remove any furnishings or other Employer items from crew lounges and employees shall reasonably care, clean, and maintain such items. Bottled and/or filtered water will be provided at all such locations.

When new and/or replacement crew quarters are under consideration by the Employer, a Union-designated chief steward or steward from the county operation of the employees who will be using the new and/or replacement crew quarters will be given the opportunity to review the prospective crew quarters and provide input as to the adequacy of such facilities prior to a final decision being made by management.

Special issues concerning such items as post locations, lighting and safety considerations at post locations, access to sanitary washing and bathroom facilities at post locations, and kitchen appliances in crew quarters may be resolved through local labor management.

Section 14.06 - Use of Tobacco Products

Smoking products to include e-cigarettes or use of tobacco products shall not be permitted outside of areas designated for such purpose.

ARTICLE 15 – LEAVES of ABSENCE

Section 15.01 - Military Leave

Military Leave will be granted in accordance with the Uniform Services Employment and Reemployment Rights Act of 1994 (USERRA), as amended, and applicable provisions of federal, state and local law. Military leaves are unpaid, but the employee may use accrued vacation pay during the absence. If an employee chooses to continue health benefits while on military leave, the Employer will continue to pay the Employer portion of insurance premiums for up to twelve (12) months, so long as the employee remains on active duty and pays the employee-portion of premiums during that time. Employees will then be offered continuation of benefits under COBRA for up to an additional twenty-four (24) months. Upon reemployment, any break in employment due to military service will not be treated as a break in service for purposes of determining forfeiture of accrued benefits and accrual of benefits under any retirement plan. Reinstatement shall be governed by the federal, state, and local laws referenced above.

Section 15.02 - Family and Medical Leave Act (FMLA)

Employees may request a leave of absence under the provisions of the Family Medical Leave Act of 1993 provided they meet all of the criteria required by the Act. The Employer shall have the right to request that the employee obtain a medical certificate supporting the leave request. Medical benefits for employees on Family Medical Leave will continue provided the employee pay their portion of all related health insurance premiums during the leave. FMLA leave will run concurrent with all other leaves of absence subject to applicable Federal and State laws.

As a condition of a FMLA leave all available PTO will be used as part of each leave of absence, unless prohibited by FMLA or any other applicable Federal or State law. In the case of an intermittent leave where the employee may work only partial days (such as provided by the Family and Medical Leave Act), all available PTO will be used according to those partial scheduled days not worked. Employees shall not accrue PTO while on FMLA.

Employees requesting FMLA leave must submit a request for FMLA in accordance with the Employers designated process and notify their supervisor at least thirty (30) days in advance if possible. For births, adoption and foster care placements, the employee must give at least thirty (30) days' notice, if possible.

An employee seeking medical leave under the FMLA must provide written certification by a physician or practitioner. Employees who are eligible for intermittent leave under the FMLA must also demonstrate medical necessity before a reduced schedule will be granted. AMR reserves the right to request a second medical opinion at AMR's expense. In the event that the second opinion differs from the certifying doctor, a third opinion may be requested at AMR's expense.

Employees returning from FMLA leave will be reinstated into their former position or an equivalent position with the same benefits and compensation. Employees who request and are granted a leave after their twelve (12) week FMLA eligibility had been exhausted are not guaranteed a position will be available when they are ready to return. If an employee on FMLA leave does not return to work, the employee must reimburse AMR for the Employer portion of the insurance premium paid during the leave, unless the employee is unable to return to work due to circumstances beyond his or her control.

Section 15.03 - State Law

The Federal Family and Medical Leave Act (FMLA) does not supersede any provision of a state or local law that provides greater family or medical leave rights than the Act provides. To the extent state family/medical leave benefits are more generous to the employee requesting the leave, the Employer will apply the provisions of applicable state family leave/medical laws.

Section 15.04 - Workers' Compensation Leave

Employees who become ill or injured as a result of their job responsibilities will be granted a leave of absence not to exceed twelve (12) months (need not be consecutive) in any rolling eighteen (18) month period from the onset of the leave unless applicable state or federal law requires a longer leave to be granted. Such leave shall not extend beyond the employee's period of incapacitation for duty. An employee who fails to return at the end of an authorized leave of absence shall be considered separated from employment. If an employee accepts employment elsewhere during the leave without prior approval of the Employer, the employee shall be considered separated from employment. Employees shall not accrue PTO while on Workers Compensation Leave.

The Employer will continue to provide health benefits for employees on Workers' Compensation Leave as long as the employee continues to pay all applicable contributions, up to a maximum of twelve (12) months unless applicable laws require longer.

If feasible the Employer, may offer a limited duty position to an employee injured at work. If a position is offered, time worked in such position shall not exceed one hundred twenty (120) calendar days from the date of injury and shall be paid at the applicable hourly rate for that position. Employees on a Workers' Compensation leave of absence will be allowed to return to their regular job classification and job assignment, if available, only upon successful passing of fitness-for-duty examination performed by AMR's Occupational Health Provider or a physician chosen by AMR. Workers' Compensation leave of absence will run concurrent with any other qualified LOA.

Section 15.05 - Personal Leave of Absence (PLOA)

All full-time employees may request an unpaid Personal Leave of Absence (PLOA). A PLOA cannot exceed sixty (60) calendar days in a rolling twelve (12) month period.

Personal leave may be granted due to special circumstances, as determined on an individual basis by your Regional Director or their designee and Human Resources. may be granted and determined at the sole discretion of the Employer. If granted PLOA, employees are required to use all accrued paid time off before the unpaid portion of the leave begins. Employees will still be required to pay their portion of their benefits. Non-payment of premiums will result in the cancellation of coverage, and the employee will be offered COBRA.

In instances where leave is requested and granted for education purposes, exceptions may be granted at the sole discretion of the Employer. Employees will be required to provide supporting documentation validating the leave for education. At no time shall a leave of absence be granted for the purpose of finding alternative work or working for any other employer. At no time shall a leave of absence be granted for the purpose of finding alternative work or working for any other employer.

Section 15.06 - Benefits during Leaves of Absence

The health and welfare benefits, including health care spending accounts for employees on approved leaves of absence, may be continued or revoked at their request. Cancellation of benefits must occur within thirty-one (31) days of the onset of the leave.

Employees may continue health benefits for the duration of an approved leave of absence; however, the employee is responsible for his/her share of the insurance premiums. While on leave, the employee's share of the insurance premiums must be paid by the method normally used during any paid leave. If the employee does not make the premium payments, the Employer will have no alternative other than to discontinue coverage. Employees shall not accrue PTO during the period of leave and are not paid holiday pay while on leave.

If benefits are discontinued, the employee and their qualified dependents will be offered continuation of benefits as provided for in the Internal Revenue Code Section 162(k), Consolidation Omnibus Budget Reconciliation Act of 1985 (COBRA). Employer matching contributions to the Employer 401(k) Plans will not be made during any non-FMLA Leave of Absence. Employees are eligible to resume participation in these plans as provided for in the plan document. 401(k) loan repayments may be suspended for up to one year during a leave of absence if written notice is provided to the Benefits Service Team. It is very important that employees contact their local HR Representative if they are going to apply for a Leave of Absence.

Section 15.07 - Extension of a Leave of Absence

A leave of absence may be extended by mutual agreement between the Employer and the employee.

Section 15.08 - Jury Service/ Subpoena Service

Full-time employees summoned for jury service or who are subpoenaed for work related matters shall receive an excused absence from scheduled duty upon presentation of the summons or subpoena to the immediate supervisor. Upon return to scheduled duty, the employee must present a statement provided by a member of the court certifying the employee's participation as a juror and the dates of actual attendance.

Employees shall be compensated up to a maximum of ten (10) days for the difference between the juror fees they are paid and their regular pay from the Employer for the work they miss because of juror service. If the employee is excused from his/her jury or subpoena obligation and more than four (4) hours remain in the employees normally scheduled work day, the employee shall return to work. Employees who are summoned for jury service shall give the Employer a minimum of five (5) days' notice that they have been summoned or subpoenaed.

Any employee subpoenaed to appear in an administrative or legal proceeding or to give a deposition in same, shall be granted time off without loss of pay or benefits if required to appear by a governmental agency and the incident giving rise to subpoena is work related. The employee must submit documentation representing time spent in compliance with said subpoena to their Operations Manager or his/her designee upon their return to work in order to receive payment for such time. If the employee is excused from his/her obligation and more than four (4) hours remain in the employee's normally scheduled workday, the employee shall return to work. Employees who are subpoenaed by the Employer or requested to testify on behalf of the Employer on their day off shall be paid their base hourly wage for all hours spent in those proceedings. However, any hours compensated on an employee(s) day off shall not be used for the purposes of overtime calculations. The Employer shall notify the employee within twenty-four (24) hours of the receipt of a subpoena at the Employers operation.

Employees shall not be entitled to pay under this provision if a trial or proceeding that initiates the subpoena is by or on behalf of a present or past employee that has initiated litigation towards the Employer, however, the Employer shall insure that the employee is allowed the time off for such proceeding and that the employee may request PTO for his/her time off.

Section 15.09 - Bereavement

Regular full-time employees are entitled to take paid time off of up to three (3) calendar days for bereavement, funeral arrangements, and/or attendance at the funeral in the event of a death in an employee's immediate family. The three (3) calendar days may be taken consecutively or intermittently, provided the days are taken within three (3) weeks of the date of the death. If the employee needs or desires to take additional leave time, he/she may, with the approval of his/her supervisor, use accrued PTO or take unpaid time off. For purposes of this article, "immediate

family” is defined as a spouse, child, parent, sibling, grandparent, grandchild, aunt, uncle, domestic partner, and first cousin, as well as any corresponding in-law or “step” relation.

If an employee is on vacation and a death occurs in the immediate family, the employee may request to convert the vacation to Bereavement Leave. In no event shall the employee receive any pay greater than would have been paid had the leave been taken immediately (as described above).

Time off without pay may be granted in cases of bereavement for individuals not included in the definition of the immediate family or for probationary employees provided that advance notice has been made to the Employer and operating conditions permit.

ARTICLE 16 - OUTSIDE EMPLOYMENT

The Employer shall be considered by all full-time employees covered by this Agreement as their Employer of first choice. The Union agrees that Employer's work requirements, including scheduled and non-scheduled overtime, will have precedence over any outside employment. No employee shall be allowed to work for another public or private provider of primary emergency and/or non-emergency medical transportation services who is a direct competitor of the Employer without prior written approval from the Employer. If, in the determination of the Employer, the outside employment would place an employee in a conflict of interest the Employer reserves the right to revoke any prior approval.

Employees who are unable to maintain a high standard of work performance or who are unable to report to duty as required and/or scheduled by the Employer as a result of outside employment will be subject to appropriate corrective action up to and including termination.

The Employer will not pay any benefits for injuries or illness resulting from outside employment other than what is provided for by the employee's medical insurance, PTO accruals, or required by the FMLA or other applicable law.

ARTICLE 17 - PERSONNEL FILES

- A. An employee covered by this Agreement and the employee's authorized Union representative may have access during normal business hours to the employee's personnel file in accordance with the terms of this Article and any applicable law. If an employee wishes to view his/her personnel file, the employee or Union representative must provide Human Resources with at least five (5) business days advance notice so that HR can assure the file will be available for viewing. The Employer will release information from the employee's file to the Union or another third party only upon presentation of a valid subpoena or a valid authorization for release that is signed by the employee. Upon request, the employee may receive a copy of any document which is placed in his/her personnel file, including a copy of any document pertaining to discipline or performance. An employee may be given an opportunity to sign each disciplinary letter prior to the document being placed in his/her file. Should the employee refuse to sign such document, the document may be placed in his/her file with an appropriate notation from the Employer.

- B. The Employer may provide an opportunity for the employee to respond in writing to any information in his/her personnel file about which he/she disagrees. Such response shall become a permanent part of the employee's personnel record. The employee shall be responsible for providing the written responses to be included as part of the employee's permanent record.

- C. The Union and the employee hereby indemnify and hold the Employer harmless against all claims, demands, actions, or other liabilities that may be made against or incurred by it arising from or by reason of action or inaction by the Employer, the Union, or any employee solely for the purpose of complying with any provisions of this Article.

ARTICLE 18 - DISASTERS

Section 18.01 - Disasters

In the event of a state, local, national, or employer declared disaster that disrupts the Employer's ability to maintain routine working conditions, the Employer shall be permitted to adjust the requirements as set forth under the collective bargaining agreement for the duration of the declared emergency, except the continuation of monetary benefits such as retirement contributions and health benefits must be maintained. Employees will remain subject to the just cause standard for corrective action and the grievance procedures of this Agreement. In the event that the employee is on shift when a disaster occurs, or the Employer designates a disaster situation, the Employer shall make every reasonable effort to allow the employee sufficient time to insure the welfare of the employee's family

For purposes of this Section, such events shall be defined as, but not limited to, the following: Flooding, fire, pandemic, epidemic, riot, acts of terrorism, earthquake, hurricane, tornado, blizzard, or any other act or unforeseeable event beyond the reasonable control of the Employer.

As soon as is practical following the event(s) giving rise to the invocation of this Section, the Employer shall notify the Union of its intent to invoke one or more sections of this Article. The parties agree that the resumption of normal operations and adherence to the terms of any and all agreements with the Union shall occur as soon as practical following the event(s) and any related aftermath, reconstruction, restoration, rescue, or replacement of loss of service, or infrastructure. The Employer shall notify the Union in writing of the date of resumption of normal business activity and contractual obligations once that date is known to the Employer.

Section 18.02 - Emergency Response Team

Bargaining unit employees who volunteer for deployment to national disasters as part of the Employer's National Disaster Team shall be covered by the Employer's National Disaster policy during the deployment except that bargaining unit employees remain subject to the just cause standard for corrective action and the grievance procedures of this Agreement.

Section 18.03 - Ambulance Mobilization Teams

Should AMR establish Ambulance Mobilization Teams or Medical Task Forces (collectively, "Mobilization Teams") in accordance with state or local guidelines or requirements, bargaining unit employees who participate on such Mobilization Teams shall receive the wages specified in this Agreement and shall be covered by all other terms and conditions of this Agreement while participating in all Mobilization Team activities, unless the Employer and the Union enter into a separate written agreement establishing alternative wage rates and conditions of employment for Mobilization Team members.

ARTICLE 19 - LABOR/MANAGEMENT COMMITTEE

The Employer and the Union shall establish a Labor/Management Committee (LMC) comprised of two (2) Union and two (2) Employer representatives. The function of the LMC shall be to develop solutions to identifiable operational concerns and other work-related issues that include health and safety related items. The committee shall meet no more often than quarterly unless the parties jointly agree on the need for meeting more frequently. The committee shall not have the power to change the provisions of this Agreement, to negotiate new agreements, or resolve grievances. Additionally, any recommendations from the labor management committee shall be advisory only. Bargaining unit employees who serve on the committee shall suffer no loss of pay for attendance at LMC meetings held during their shift.

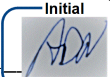
ARTICLE 20 - TRANSFER OF EMPLOYER TITLE OR INTEREST

The Employer shall provide the Union with as much advance notice as possible of the cessation of operations or transfer of same to a successor organization.

ARTICLE 21 - NO STRIKE/ NO LOCKOUT

- A. The Parties understand that the duties performed by employees covered by this Agreement involve potential life and death situations, and that any delay in treating patients or transporting them to hospitals or other medical facilities, or in responding to calls, can exacerbate the problems of patients who are already ill and/or injured. To that end, the Union agrees that, during the term of this Agreement, neither the Union nor any of its agents or members will collectively, concertedly, or in any manner whatsoever, incite, ratify, encourage, suggest, sanction or participate in any picketing, strike, sit-down, stay-in, slowdown, sick-out, call-out, boycott, leafletting, work stoppage, paper strike (e.g., deliberate failure to submit timely, quality, accurate, and complete medical reports and billing information), reopener strike against the Employer, sympathy strike against the Employer, or any other form of direct or indirect interference with the operation of the Employer's business, nor will they honor the picket line of any other bargaining unit. The Union further agrees that this clause shall specifically prohibit any of the aforementioned conduct for protest of alleged unfair labor practices, and that any such alleged unfair labor practices shall be handled in accordance with the procedures established by the National Labor Relations Board in accordance with the National Labor Relations Act.
- B. Employees who violate this Article shall be discharged from employment. Any such discharge may be grieved under the Grievance Procedure set forth in this Agreement; however, the Parties agree that the sole issue for determination in any such grievance proceeding shall be whether the grievant directly or indirectly called for, sanctioned, suggested, encouraged, or participated in conduct prohibited by this Article.
- C. In addition to any other liability, remedy or right as provided by statute, the Union agrees that should there be any work stoppage, strike (including sympathy strike or reopener strike), sit down, sit in, slow down, boycott, picketing, sick- out, sick-in, paper strike, withholding of services, or any other economic action or interference with the operations of the Employer that the Employer may seek an injunction against the Union, and the Union shall immediately upon receiving notification from the Employer:
1. Advise the Employer in writing that the Union did not call for or sanction the action;
 2. Notify each involved employee of the requirements of this Article and instruct them to cease such action and to return to work immediately if this has not been done. If requested by the Union to help in the delivery of such notification to the employees, the Employer agrees to facilitate the same.

3. Post notices on Union bulletin boards publicly disavowing such action and instructing employees to cease such action and return to work immediately if this has not yet been done.
- D. Employer agrees that it will not lock out any bargaining unit member during the term of this Agreement.

AMR  Initial

AFSCME  Initial

ARTICLE 22 - HOURS OF WORK & DEFINITIONS

Section 22.01 - Workweek and Work Day Defined

A. Workweek:

1. The workweek shall be defined as a seven (7) consecutive day period beginning at 0000.00hrs on Monday and ending at 2359.59hrs the following Sunday. Payroll is issued bi-weekly. All employees are eligible to participate in the Direct Deposit pay program. This electronic deposit of funds produces a check stub instead of an actual check at each pay period.

B. Workday:

2. The work day shall be defined as a twenty-four (24) hour period beginning at 0000.00 hours and ending at 2359.59 hours.

Section 22.02 - Full-Time and Part-Time Employee Defined

- A. Full-time employees are defined as any employees who are designated as full-time in their current job classification (EMT or Paramedic) and who work an average of thirty-six (36) or more hours per week. Full-time employees may apply for an open posted position to become a part-time employees and the approval shall be at the sole discretion of the Employer. The employee must apply for such a change in writing to the Employer for approval at least thirty (30) days prior to the desired date to become part-time. Determination of whether a part-time position is available is at the sole discretion of the Employer.
- B. Part-Time employees are defined as any employees who are designated as part-time in their current job classification (EMT or Paramedic) and who work an average of less than thirty (30) hours per week. The Employer shall schedule part-time employees based on operational need. A part-time employee must work their scheduled shifts and a minimum of forty-eight (48) hours per month in order to retain their employment with the Employer; except in cases where the Employer is unable to offer regularly scheduled hours, or an employee has a clearly defined and mutually agreed to conflict which temporarily prevents them from working forty-eight (48) hours per month. Requests to be removed from the schedule from all of the employees regularly scheduled shifts during a workweek or longer, must be submitted to the Operations Manager or their designee not less than thirty (30) days, but not more than one hundred and eighty (180) days in advance of the requested time off.

Part-time employees may apply for an open posted position to become a full-time employee by notifying the Operations Manager in writing of their intent. Requests for changes in

status shall be based on operation necessity. Determination of whether a full-time position is available is at the sole discretion of the Employer.

- C. Part-time employees who fail to meet their minimum monthly requirement more than one (1) time in a calendar quarter shall be subject to a written warning, unless approved by management to work below the minimum monthly requirement in a given month. If the employee fails to meet their minimum monthly requirement more than twice in a calendar year the employee may be subject to termination.
- D. Employees classified as part-time shall not establish full-time employment status by virtue of adding hours to their work schedule.
- E. The Employer reserves the right to limit the number of shifts which a part-time employee may work at any time specifically to ensure that the Employer is not required to begin providing additional benefits to that employee which they are not already receiving as a part-time employee.

Section 22.03 - Work Schedules

- A. Work schedules shall be posted through the Employer's scheduling software, which shall be the primary source to be used to view work schedules. The Employer will attempt to ensure that computers are available for employees to access and view work schedules. In the event an employee does not have access to a computer (business or personal), the employee may contact the scheduler/supervisor by telephone regarding posted work schedules. The first employee receiving confirmation through the Employer's scheduling software and/or from a scheduler/supervisor for a shift shall be allowed to work the confirmed shift.
- B. Except as specifically provided elsewhere in this Agreement, any employee whose regularly scheduled shift hours are reduced or cancelled by the Employer on a particular work day shall be afforded the first right of refusal for any open shifts or available hours on another ambulance unit during the same work day. If another ambulance unit assignment is not available on the same work day, the Employer will offer the employee the opportunity to work any other open shift within the work week and within the employee's classification so that the employee is able to receive their full hours and not suffer a reduction in compensation on their regularly scheduled work day.
- C. Based on the needs of the operation, as determined by the Employer in its sole judgment, the Employer has the right to determine, establish, delete, and modify work schedules, including but not limited to, starting/ending times, lengths or types of shifts, and the mix of different types of shifts.

- D. The Employer reserves the right to amend the unit deployment and staffing plans as the Employer deems necessary to insure financial and contractual obligations and will notify the Union prior to any permanent staffing changes when practical. Where such prior notification is not practical due to emergency conditions, the Union will be notified as soon as time permits, but no later than seven (7) calendar days later.
- E. Upon written request by the Union, the Employer shall meet with the Union to discuss the impact on the employees. However, the decision to make such changes shall not be negotiable or grievable with the exception of issues of seniority and/or shift bidding. If the parties are unable to reach agreement over the impacts of the changes within fourteen (14) calendar days, Employer may implement the changes at the expiration of the fourteen (14) day period without further consultation with the Union.

Section 22.04 - The following definitions shall apply to this Agreement

- A. Unit, Unit Assignment or Position, or Position Assignment – means the call sign for particular ambulance or crew or support position.
- B. Shift – means the work hours per day as determined by the start and end times for the work period.
- C. Schedule – means the assigned calendar days in a week during which shifts are worked and the start times for each shift.
- D. Employee Assignment – means the unit/position, shift and schedule worked by an employee. Employee Assignments shall be posted and/or provided to employees at least fourteen (14) calendar days in advance.
- E. Shift hours may include, but are not limited to 24-hour shifts, and 12-hour shifts with variable start and stop times.

Section 22.05 - Shift Bids/Employee Assignments

Shift Bids/Employee Assignments shall be conducted twice per year, on the second Tuesday of each June and will take effect on the first full pay period of July, and conducted on the second Tuesday of each December and will take effect on the first full pay period of January; of each year of this agreement. Shift Bids/Employee Assignments shall be conducted in the order of seniority starting with the most senior employee in each classification.

Section 22.06 - Maximum Consecutive Shifts

No employee shall be allowed to work more than two (2) consecutive shifts, totaling a tour of forty-eight (48) hours for full-time employees and twenty-four (24) for part-time employees without prior approval from the Employer, and in no case shall be allowed to work more than three (3) consecutive days or a maximum of seventy-two (72) hours without a twenty-four (24) hour break.

Section 22.07 - Call In/Call Back Pay/On Call-Pay

Employees who are called in to work, or called back to work from off duty, to perform extra work shall be guaranteed a minimum of four (4) hours of pay at the appropriate wage rate. Such pay shall be considered work time.

Section 22.08 - Report In Pay

An employee who reports to work for a regularly scheduled shift, or as requested by the Employer, and who is not permitted to work the scheduled or requested “employee assignment” shall either be assigned to another unit for the duration of the originally scheduled shift, be assigned alternative work (non-bargaining unit work) for the duration of the originally scheduled shift, or be released from duty with four (4) hours pay at their base rate of pay at the Employer’s option.

Section 22.09 - Paid Breaks/M meal Periods

Meal breaks and other breaks will be conducted as call volume and system needs dictate.

Section 22.10 - Overtime

All work performed in excess of forty (40) hours in a work week will be paid at one- and one-half times (1.5x) the employees regular straight time rate of pay. Where an employee in a single workweek works two (2) or more different shifts and/or different types of work for which different, regular (non-overtime) rates of pay have been established, overtime pay shall be calculated using the Fair Labor Standards Act (FLSA) weighted averaging method for such rates. There shall be no duplication and/or pyramiding of overtime. Paid leave hours, including but not limited to PTO, shall not count towards hours worked for overtime calculation purposes.

Section 22.11 - Holdover

For the purposes of this Section, the following definition shall apply:

Holdover: A holdover shall be defined as any call or assignment that is assigned after the end of the employees regularly scheduled shift. Time spent completing a call or an assignment that has been assigned prior to the end of the employees regularly scheduled shift, including travel time back to the employee(s) deployment location and end of shift activities, shall not be considered a holdover.

An employee(s) may be held over for up to four (4) hours past their scheduled end of shift based on operational needs for the purposes of coverage (either staffing or contractual), to handle increased call volume, or unforeseen circumstances. Said employee may be given a call or assignment at any time during the four (4) hour holdover period following their scheduled end of shift and may not refuse the call or assignment. Once the individual and/or crew completes the four (4) hour time frame past the end of their scheduled shift, and provided the crew is not actively running a call or assignment, they will be considered out of service and shall be allowed to return to quarters and end their shift upon confirmation by dispatch.

Management reserves the right to holdover any employee, crew, or workforce in the event of a major incident, MCI, weather, local disaster, or other public health emergency.

Crews/employees held more than two (2) hours past the end of their regular scheduled shift excluding, a call assigned prior to the end of an employee's regularly scheduled shift, shall be compensated at an additional one-half times (.5x) the employees' s base hourly rate of pay beginning after the end of the second hour on holdover. At no time shall crew/ employee be paid greater than one and one-half times (1.5x) their base hourly rate.

The Employer reserves the right to deny premium payments as defined in the paragraphs referenced above if the Employer determines that time worked past the end of the crew/employees shift is not justified. Employees may appeal the denial of the premium payment in accordance with the terms and conditions of this Agreement. There shall be no duplication and/or pyramiding of hours that are compensated at the premium rate.

Should the potential for a mandatory holdover arise, a reasonable effort will be made by the on-duty supervisor or his/her designee to find voluntary coverage before a mandatory holdover is implemented.

Section 22.12 - Reporting for Work

Employees will report for work call-ready at the location of their workstation at the assigned time for the shift and will remain on duty, barring extenuating circumstances, until properly relieved. For employees who leave duty without proper relief may be subject to a written discipline. Employees who leave duty without proper relief for a second occurrence may be subject to termination.

Section 22.13 - Job Abandonment

Barring extenuating circumstances, any employee who fails to notify the Employer and report to work for one (1) scheduled shift shall receive a 24-hour suspension. Barring extenuating circumstances, any employee who fails to report to work and to notify the Employer of the specific reason(s) for their absence for two (2) consecutive scheduled shifts, including pre-scheduled

overtime shifts, shall be considered to have abandoned their job and to have voluntarily terminated.

Section 22.14 - Two Employees/Same Assignment

In the event that two (2) employees are scheduled by the Employer and report for the same assignment, they will attempt to mutually agree on who will work. In the absence of mutual agreement, the employee regularly scheduled for that assignment shall work. In the event neither employee is regularly scheduled for that assignment, the most senior employee will choose whether or not to work. Should the most senior employee decide not to work, the employee with less seniority must work.

Section 22.15 - Shift Trades

Employees covered by this Agreement may be allowed to trade shifts in accordance with the following procedures:

- A. Employees shall be entitled to two (2) shift trades per month. However, the Employer may approve additional shift trades at its sole discretion.
- B. A completed Shift Trade request must be submitted via the Employer's scheduling software at least seventy-two (72) hours prior to the date of the requested trade. A completed Shift Trade request will include the approval of both employees. If the employee(s) have not received an electronic verification of approval within twenty-four prior to the start of the requested shift trade, the employee(s) shall be required to work their previously scheduled shift. Requests submitted less than seventy-two (72) hours prior to the date of the requested trade may be considered for emergencies or extenuating circumstances. Any approval of shift trades for emergencies or extenuating circumstances shall be at the sole discretion of the Employer.
- C. Shift trade shall not result in additional labor costs to the Employer. Shift trades must occur during the same pay period.
- D. All shift trades will be between employees of like classification (e.g., EMT-B/EMT-I can only trade with another EMT-B/EMT-I, and Paramedics can only trade with other Paramedics).
- E. A shift trades shall not cause an employee to be late for a regular shift unless approved by the operations manager or designee.
- F. A shift trades may be approved for observed Employer holidays or the day prior to and immediately following a holiday.

- G. A shift trade shall not be used for the purpose of avoiding a shift, station, or partner.
- H. Employees may trade-for four (4) hour segments or longer on a twenty-four (24) hour shift.
- I. Responsibility for compliance with the above policies shall rest with both parties involved in a trade. However, should an employee fail to meet his/her obligation with respect to the shift trade, only that employee shall be subject to corrective action.
- J. An employee's shift trade is not approved until such time as they have received approval from the Employer.

Section 22.16 - Filling of Open Shifts

Should the Employer decide to fill temporary vacancies on a shift, part-time employees will have preference over full-time employees. Any shifts the Employer decides to fill will be offered to employees based on the least amount of hours worked in the work week.

Employees may indicate shift availability in advance through Employer scheduling software indicating which days they are available to work.

The Employer will first offer the open shift/hours to employees who have given advance availability through the Employer's scheduling software by on inverse classification seniority, then to available part-time employees who have not worked or are not scheduled to work more than (30) hours in the week by on inverse classification seniority, then to available full-time employees by on inverse classification seniority, then to available part-time employee who worked more than thirty (30) hours in a week by on inverse classification seniority, then any employee willing to work the shift.

Administrative Personnel will be allowed to work in bargaining unit positions during emergency conditions when necessary to avoid shutting down a field unit, and to avoid, at the Employer's option, mandating an employee to work an open assignment, when necessary for employee training and evaluation, and for maintenance of certification and/or licensures, or when a shift hasn't been filled with in one week of the start date.

In the case of a leave of absence or other prolonged absence by a full-time employee, the shifts will be covered in the same way that other open shifts are covered. In the event the Employer wishes to continue such open shift into the next bid cycle, the Employer shall place such open shift up for bid on the next shift bid.

Section 22.17 - Shift Mandates

- A. If a shift is not filled after exhausting the above procedure (22.16), the Employer has the right to mandatorily assign an employee in inverse order of seniority. This may not occur more than 48 hours in advance of the need for such shift filling.
- B. Prior to mandatory assignment of shifts using inverse seniority, the Employer will offer these shifts to qualified employees. Any bargaining unit employee that is mandated to work a twenty-four (24) hour overtime shift, that employee will receive double time for each hour worked for these mandatory overtime shifts.
- C. Employees will be allowed to trade mandated overtime shifts with an employee of equivalent licensure, or licensure level approved by the immediate supervisor. Such request shall not be unreasonably denied. An employee who agrees to work the mandated overtime for another must notify his or her immediate supervisor of the substitution two days prior to working the overtime, and such employee will not be eligible for the double time rate.

Section 22.18 - Administrative Moves and Employee Requested Transfers

The Employer may transfer an employee within the division for operational necessity. Examples include but are not limited to:

- A. Irreconcilable personality differences
- B. Documented quality assurance issues
- C. Documented performance issues that have not been corrected through other means.

Administrative reasons shall not be arbitrary. In the case of personality conflicts between work partners, the employee who complains shall be the employee that is removed from the shift. All administrative moves must be approved by the Regional Manager or his/her designee.

ARTICLE 23 - UNIFORMS

Section 23.01 - Uniform Components

- A. The Employer shall provide, at no cost to employees, properly sized uniforms, as described below.
- B. The Union and the Employer acknowledge the critical necessity of presenting a proper, professional image to the public that they serve. Accordingly, employees shall present a neat, clean and professional appearance in their performance of duties at all times. Uniforms (including all components) must be worn in a professional manner during all shifts. At the start of an employee's shift he/she must be in a uniform that is pressed and clean, with shirt tucked in and boots that are polished, and fastened as appropriate.

Section 23.02 - Replacement of Worn Uniform Components

The Employer shall replace uniform components when they are worn or damaged. Such replacement will be at no charge to the employee. Uniform component replacements shall be provided only when the employee turns in the prior component being replaced (*i.e.*, a one-for-one exchange).

Section 23.03 - Uniforms Provided

The following uniform components will be provided as indicated:

- A. Full-time field employees shall be provided with four (4) standard uniforms. Sized appropriately for the employee.
- B. Part-time field employees shall be provided with two (2) standard uniforms. Sized appropriately for the employee.

All field employees shall be provided with the following additional uniform components:

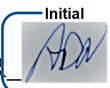
- A. One (1) all season jacket.
- B. Employer Photo ID (Wallet Style).
- C. Ball Cap.
- D. Winter hat.
- E. Duty footwear (for new hires only)

Section 23.04 Return of Uniforms

All uniform components provided by the Employer, except under clothing, remain the property of the Employer, and shall be returned upon termination or resignation as requested by the Employer.

Section 23.05 - Boot Allowance

Beginning no later than the second full pay period following ratification and signed execution of this Agreement by the Parties, the Employer agrees to purchase preauthorized duty footwear for bargaining unit members up to a maximum of two hundred dollars (\$200.00) once every two (2) years.

AMR  Initial

AFSCME  Initial

ARTICLE 24 - PAID TIME OFF (PTO) and HOLIDAYS

Section 24.01 – Paid Time Off (PTO)

Bargaining unit employees will accrue Paid Time Off (PTO) benefits in accordance with the current AMR Non-Exempt Employee PTO Policy. All terms of the AMR PTO Policy shall be binding upon the Union, Employer, and all employees covered by this Agreement unless otherwise and expressly agreed to herein.

The Employer provides Paid Time Off (“PTO”) to all regular full-time employees covered by this Agreement with accruals set forth in the table below and, in accordance with any state or federal laws or regulations. PTO shall not be counted as hours worked for the purposes of overtime calculations. Employees shall not be allowed to use accrued PTO for prescheduled time off until they have completed their probationary period.

The maximum accrual that an employee’s PTO bank may reach at any time is the combination of the employee’s current annual PTO accrual plus forty (40) hours (e.g., if an employee accrues at 10.77 hours per pay period on an 24/56 shift schedule (280 hours annualized), the employee shall not have a PTO balance of more than 320 hours at any time). Once the PTO bank reaches the maximum allowed, no further PTO will accrue until the employee’s PTO bank falls back within the prescribed limits either through usage or sell back.

<u>0.00 to 4.99 YOS</u>	<u>5.00 to 9.99 YOS</u>	<u>10+YOS</u>
12/42 = 5.17hrs per pay period	6.78hrs per pay period	8.08hrs per pay period
24/48 = 5.91hrs per pay period	7.55hrs per pay period	9.23hrs per pay period

Section 24.02 - PTO Use

An employee may utilize accrued PTO on a daily basis provided the employee notifies the Employer at least three (3) business days prior to the start of the employee’s shift. Requests for PTO use in excess of two (2) days must be submitted at least ten (10) business days in advance of the intended usage date(s). Requests for PTO use shall be approved to the extent local staffing requirements permit, as determined by the Employer, on a first come, first served basis. Multiple requests for the same day(s) off shall be approved in Employer seniority order. Employees may request that PTO be cancelled with a minimum of fourteen (14) business days’ notice, prior to the first scheduled date of use.

Employees who have an unscheduled absence from a scheduled shift for reasons furnished as personal or illness/injury shall automatically be paid for the shift out of their PTO bank up to the number of hours accrued.

Employees must have sufficient accrued PTO hours to cover their requested PTO day(s) at the time of usage. Employees who do not have sufficient hours available at the time of usage shall have their requested PTO day(s) reduced to match the number of accrued hours available or have their PTO day(s) canceled if there are no accrued hours available. Employees who have had their requested PTO day(s) reduced or canceled as a result of insufficient accrued PTO hours, and who continue to take the day(s) off, may be subject to corrective action. Accrued Paid Time Off (PTO) shall be taken in full day increments.

Section 24.03 - PTO Pay at Termination

An employee who separates employment for any reason, and who has unused accrued PTO pay shall receive 100% of such pay in addition to any other pay due in his/her final check. All sell backs or pay outs at time of termination, either voluntarily or involuntarily, shall be paid PTO as straight time.

Section 24.04 - PTO Pay in Lieu of Time Off

Employees may, at their option, choose to receive pay in lieu of time off, of their PTO accrued amount. Such cash out shall be at the employee's straight time rate of pay. Requests for such payment need to be submitted fourteen (14) days in advance. Employees shall be required to maintain eight (48) hrs in their PTO bank.

Section 24.05 - Holidays

The following days shall be considered paid holidays for the purpose of holiday pay for employees who work on the holiday.

Memorial Day	Thanksgiving Day
July 4 th /Independence Day	Christmas Day
Labor Day	New Year's Day
Veterans Day	

Juneteenth National Independence Day beginning in 2025

Employees are eligible for holiday pay starting on the first day of part-time or full-time employment. Employees must work the last scheduled day before a holiday and the first scheduled working day following the holiday in order to be eligible for holiday pay unless time off on these days has been approved with pay. Employees must work the holiday in order to be eligible for holiday pay.

Employees who work holidays will be paid a holiday premium rate, in addition to their regular compensation, equal to one half the employee's base hourly rate. Holiday compensation will be paid for all hours worked on the holiday between 0000.00 and

2359.59 hours. In no event will an employee be paid greater than two times (2x) his/her straight time base hourly wage for hours worked on a holiday. There shall be no duplication and/or pyramiding of overtime. Any holiday hours which are paid a premium rate shall not count towards overtime.

ARTICLE 25 - HEALTH and WELFARE BENEFITS

The Employer agrees to offer all regular full-time employees covered by this collective bargaining agreement a sponsored benefit plan that may include the following coverage: Health, Dental, Vision, Basic and Supplemental Life, Basic and Supplemental Accidental Death and Dismemberment (AD&D), Short Term Disability, Long Term Disability, Flexible Spending Accounts and an Employee Assistance Program. Regular full-time employees become eligible to participate in the benefit plans on the first day of the month following thirty (30) consecutive calendar days of full-time employment.

Any dispute relating to a denial of benefits or coverage shall be resolved in accordance with the terms and processes set forth in the applicable plan documents, and shall not be subject to the grievance and arbitration procedure established in this Agreement. Enrollment in such coverage's will be at the election of the employee.

Section 25.01 - Plan Changes

The Employer reserves the right to offer equivalent plan(s) under an alternate insurance carrier or provider. The Employer reserves the right to change, alter, and/or replace coverage, terms and/or conditions, or provisions as it deems necessary. Should any plan(s) be amended, the Employer agrees to provide thirty (30) days advance notice to the union if possible.

Section 25.02 - Medical Insurance

- A. For the term of the Agreement medical and prescription drug coverage shall be provided for through the Blue Cross Blue Shield (BCBS) plans to include PPO and High Deductible Health Plan (HDHP) plans as described in the plan summaries.
- B. The Employer shall pay the following percentages for the medical insurance premiums beginning calendar year 2026:
 - 1. BC/BS PPO High Plan - seventy-five percent (75%) of the monthly premiums
 - 2. BC/BS PPO Low Plan - seventy-five percent (75%) of the monthly premiums
 - 3. BC/BS HDHP High Plan - seventy-five percent (75%) of the monthly premiums
 - 4. BC/BS HDHP Low Plan - seventy-five percent (75%) of the monthly premiums

Section 25.03 - Dental Insurance

For the term of the Agreement dental coverage shall be provided as described in the PPO plan and PPO buy-up plan summaries. Beginning calendar year 2026, the Employer shall pay fifty percent (50%) of the monthly premium for the base Delta dental plan. The Employer will pay no more than this amount for the Delta buy up dental plan. The employee shall pay fifty percent (50%) of

the remaining monthly premium through pre-tax payroll deductions. If the employee elects the buy-up dental plan, they shall pay the remaining monthly premium through pre-tax payroll deductions.

Section 25.04 - Vision Insurance

For the term of the Agreement vision coverage shall be provided as described in the Vision Service Plan (VSP) High and Low vision plan summary/ summaries. The employee shall pay one hundred percent (100%) of the monthly premium for the base and buy up vision plans through pre-tax payroll deductions.

Section 25.05 - Life Insurance

- A. Basic life insurance equal to two hundred percent (200%) of base salary, excluding overtime, bonuses, and commissions. The Employer agrees to pay one hundred percent (100%) of the premiums for basic life insurance for eligible full-time employees.
- B. Additionally, the Employee may purchase supplemental life insurance for the Employee and/or spouse and/or dependent(s). The Employee shall pay one hundred percent (100%) of the supplemental insurance premiums through after-tax payroll deductions.

Section 25.06 - Accidental Death and Dismemberment Insurance (AD&D)

- A. Basic AD&D insurance equal to two hundred percent (200%) of base salary, excluding overtime, bonuses, and commissions. The Employer agrees to pay one hundred percent (100%) of the premiums for basic AD&D insurance for eligible full-time employees.
- B. Additionally, the Employee may purchase supplemental AD&D insurance for the Employee and/or spouse and/or dependent(s). The Employee shall pay one hundred percent (100%) of the supplemental insurance premiums through after-tax payroll deductions.

Section 25.07 - Short Term Disability (STD)

The Employer agrees to offer a short-term disability plan to employees. The employee shall pay one hundred percent (100%) of the insurance premiums through after-tax payroll deductions.

Section 25.08 - Long Term Disability (LTD)

- A. The Employer shall provide a long-term disability plan that includes a one hundred and eighty (180) day elimination period and replaces sixty percent (60 percent) of an Employee's base salary, excluding overtime, bonuses and commissions during an eligible leave of absence.
- B. The Employer shall pay one hundred percent (100%) of the long-term disability premiums for eligible full-time employees.

Section 25.09 - Health Savings and Flexible Spending Account Plans

The Employer will allow Employees to defer up to the maximum allowed by Federal Law, per calendar year, on a pre-tax basis (per IRC 125 guidelines) for qualified health care expenses not otherwise covered under any health plan (i.e., medical, dental and vision plans). The Employee must receive and present the Third-Party Administrator with receipts for qualified health care expenses, if requested.

The Employer will allow Employees to defer up to the maximum allowed by Federal Law, per calendar year, on a pre-tax basis (per IRC 125 guidelines) for the purposes of paying qualified dependent care costs for qualified dependents. The dependent care provider will be at the discretion of the Employee; however, the Employee must receive and present the Third-Party Administrator with receipts for qualified dependent care services and the tax identification number of the provider, if requested.

Section 25.10 - Employee Assistance Plan (EAP)

The Employer recognizes that early recognition, intervention and treatment are important for successful rehabilitation and for reduced work, personal, and family disruption. All employees who are eligible for benefits will be eligible for participation in the Employee Assistance Program. An employee who voluntarily participates in the EAP provided by the Employer with the express purpose of correcting a personal incapacitating habit may do so without jeopardizing their continued employment with the Employer, provided they stop any involvement with illegal activity and do not jeopardize any of their required licenses. In corrective actions for other violations, an employee's voluntary participation in the EAP shall not in itself be considered as evidence or admission of a violation. The Employer shall maintain the confidentiality, on a need-to-know basis, of all employees participating in EAP programs.

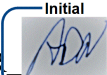
The Employer reserves the right, in addition to any corrective action and with just cause, to refer an employee to the EAP for assessment and treatment.

Section 25.11 - 401(k)

Employees covered by this Agreement shall have the right to participate in the Employer 401(k) plan according to its eligibility requirements, vesting and other provisions as defined in the plan document, as that document may be amended from time-to-time.

The Employer will make a matching contribution equal to 50% of each eligible employee's Elective Contributions to his/her 401(k) plan for the payroll period that do not exceed eight percent (8.00%) of the employee's wages for the payroll period. By way of example, if the employee makes an eight percent (8%) Elective Contribution to his/her 401(k) plan, the Employer will make a four percent (4%) matching contribution. The Employer's maximum contribution shall not exceed four percent (4%).

The provisions of the plan documents will govern eligibility, contributions, employer matching and vesting. The Employer reserves the right to modify the Plan Documents and substitute Administrators, Record Keepers and Trustees at its sole discretion.

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ARTICLE 26 - WAGES

Section 26.01 - Wage Increases

- A. Effective no later than the second full pay period following the ratification and signed execution of this Agreement by the parties all employees covered by this agreement will receive a seven percent (7.00%) wage increase to their base straight time hourly wage rate.
- B. Effective on the first full pay period following March 19, 2026, all employees covered by this agreement will receive a three percent (3.00%) wage increase to their base straight time hourly rate.
- C. Effective on the first full pay period following March 19, 2027, all employees covered by this agreement will receive a three percent (3.00%) wage increase to their base straight time hourly rate.
- D. Effective on the first full pay period following March 19, 2028, all employees covered by this agreement will receive a three percent (3.00%) wage increase to their base straight time hourly rate.

Section 26.02 - Appointment of Wages

The Employer may consider an employee's previous work experience in their classification when determining the appropriate starting pay grade for new or returning entrants into the bargaining unit. However, current employees who may transfer into the bargaining unit from another American Medical Response location without changing classifications shall receive full credit for all previous years of experience in that classification with American Medical Response and shall be placed at the pay grade corresponding to their years of service.

In addition, the minimum pay rates for represented job classifications shall be as follows:

Paramedics-	\$20.00 per hour
EMT Intermediates-	\$17.00 per hour
EMT Basics-	\$15.00 per hour
Drivers-	\$13.00 per hour

Section 26.03 - Movement from EMT to Paramedic Wage Scale

EMTs who become paramedics shall be placed on the paramedic wage scale as follows:

- A. If the employee's wage as an EMT is lower than the starting rate of pay for Paramedics at the time of advancement, the employee will be placed at the Paramedic starting rate of pay.

- B. If the employee's wage as an EMT is higher than the starting rate of pay for Paramedic, the employee will be placed at a rate of pay that provides for a five percent (5%) increase.

Section 26.04 - Field Training Officer (FTO)/Instructor Differential

Employees who meet the FTO job description qualifications and who are selected by the Employer to be FTOs will be paid an additional five percent (5.00%) differential to their base straight time rate of pay for all hours worked while on duty for as long as the Employer determines a need exists for such employee's services as an FTO.

Section 26.05 - Statutory Wage Requirements

In the event that any local, state, or federal law requires the Employer to pay more than the base wage of any classification covered under the Collective Bargaining Agreement, the Employer shall make such wage adjustment to meet the statutory requirements. However, if the affected classification has any contractual rate increase during the same year, said contractual increase shall be offset and reduced by the amount equal to that of the statutory increase.

Section 26.06 – Travel Stipend

All full-time bargaining unit employees with a demonstrated commute of thirty (30) or more miles from their home to the Employer's worksite shall receive a one hundred and fifty dollar (\$150) per month travel stipend. Full-time employees shall not receive the monthly travel stipend when they are on an approved leave of absence.

All part-time bargaining unit employees with a demonstrated commute of thirty (30) or more miles from their home to the Employer's worksite shall receive a one hundred and fifty dollar (\$150) per month travel stipend when they work a minimum of four (4) shifts per month.

Beginning the first full pay period following January 1, 2026, the travel stipend shall be increased to two hundred dollars (\$200) per month.

ARTICLE 27 - GENERAL PROVISIONS

Section 27.01 - Severability

The Parties agree that if any provision(s) of this Agreement becomes unlawful or invalid by virtue of the declaration of any court of competent jurisdiction, such action shall not invalidate the entire Agreement; rather, all provisions of this Agreement that are not declared unlawful or invalid shall remain in full force and effect for the life of the Agreement. The Parties further agree that if any provision of this Agreement is held invalid or unlawful, they will enter into collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such provision.

Section 27.02 - Bargaining Waiver and Zipper Clause

This Agreement constitutes the sole and entire existing agreement between the parties and supersedes all private agreements, commitments, and practices whether oral or written, and expresses all obligations of and restrictions imposed on the Employer and the Union.

The Employer and the Union acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and the understanding and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

With respect to the negotiations leading to the execution of this Agreement, the fact that a proposal was made and withdrawn during the course of those negotiations shall not be used to prove that the party making the proposal had in any manner given up any rights granted to him elsewhere in this Agreement.


This Agreement is subject to amendment, alteration, or addition only by a subsequent written agreement between, and executed by, the Employer and the Union. The waiver of any breach, term, or condition of this Agreement by either.


ARTICLE 28 – TERM OF AGREEMENT


This Agreement shall become effective on March 19, 2025 and shall remain in full force and effect up to and including 2359:59 on March 18, 2029. The parties agree that there shall be no retroactive implementation of any term or condition of this Agreement. Additionally, the Union and the Employer agree that all terms and conditions of this Agreement will remain in full force and effect, unless changed by mutual agreement of both parties. Either party may give notice in writing of its desire to revise or terminate this Agreement not less than one hundred and twenty (120) calendar days prior to March 18, 2029.

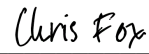
AMERICAN MEDICAL RESPONSE AMBULANCE SERVICE, INC.


AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES DISTRICT COUNCIL 18


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President, West Region
American Medical Response


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Executive Director
AFSCME District Council 18

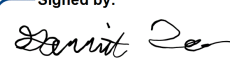
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